

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000011238**  
**Ecolab Inc**  
**Attn Contract Sales**  
**370 Wabasha Street**  
**St Paul MN 55102**  
**United States**

**Phone #:**

<b>Contract ID</b> 00000000000000000000000030963		<b>Page</b> 1 of 4
<b>Contract Dates</b> 02/29/2016 to 03/01/2018		<b>Origin</b> CPS
<b>Description:</b> CPS - WAREWASHING CHEM.& SVS		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		DISHWASHING DETERGENT, HIGH TOSTANDARD PERFORMANCE PRODUCT ENCAPSULATED,  4/9LB. CAPSULES PER CASE, ECOLAB INC, SOLID POWER XL #6100185	CS	78.00000	0.00	0.00
2		DISHWASHING DETERGENTS, MANUAL, ENCAPSULATED. MUST BE SAFE FOR MANUAL USE.  4/5 LB. CAPSULES PER CASE, ECOLAB INC, SOLITAIRE #17301	CS	98.00000	0.00	0.00
3		DISHWASHING RINSE ADDITIVE, FINAL RINSE, LIQUID  4/1 GALLON PER CASE, ECOLAB INC, RINSE DRY	CS	82.00000	0.00	0.00
4		DISHWASHING, DELIMING/DESCALING COMPOUND LIQUID,  4/1 GALLONS PER CASE, ECOLAB INC, LIMEAWAY #18700	CS	32.00000	0.00	0.00
5		GREASE CUTTING LIQUID. USE AS AN OVEN CLEANER,  4/1 GALLONS PER CASE, ECOLAB INC, DEGREASER #6100322	CS	48.40000	0.00	0.00
6		SANITIZER, QUATERNARY, FOR EFFECTIVE SANITIZATION FOR BOTH HARD AND POROUS SURFACES,  4/1 GALLONS PER CASE, ECOLAB INC OASIS 146 #17781	CS	89.00000	0.00	0.00
7		STAIN REMOVER, SAFE ON CHINA, PLASTIC AND METAL SURFACES.  8/1.75 LB. BOXES PER CASE, ECOLAB INC #175838 DIP-IT XP FEATURES A GRANULAR COMPOUND SPECIALLY FORMULATED TO REMOVE STUBBORN STAINS CREATED BY COFFEE, TEA AND FOODS IN BOTH HARD AND SOFT WATER CONDITIONS. A CONCENTRATED FORMULA PENETRATES SOILS FASTER WHILE STABLE OXYGEN STAIN REMOVERS MAKE IT SAFE. DIP-IT XP EFFECTIVELY REMOVES RANCID COFFEE OILS AND TANNINS WHICH CAN DESTROY THE "FRESH BREWED" AROMA AND CAN CAUSE OFF-FLAVORS. THIS PRODUCT IS RECOMMENDED BY THE MAKERS OF MELAMINE PLASTICS.	CS	49.44000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: TO PROVIDE WAREWASHING COMPOUNDS; DISHWASHING DETERGENT, DISHWASHING RINSE AID AND RELATED PRODUCTS TO INCLUDE DISPENSERS FOR MACHINES AND MANUAL DISHWASHING. THIS IS TO INCLUDE TECHNICAL SUPPORT TO ALL USING FACILITIES ON A MONTHLY BASIS. ALL STATE OF VERMONT FACILITIES MAY USE THIS STATEWIDE CONTRACT.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

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TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND

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GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.						

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

WAREWASHING PRODUCT CRITERIA: THE COMPOUND SHALL NOT BE CONTAMINATED WITH TOXIC AMOUNTS OF INGREDIENTS SUCH AS ARSENIC, LEAD, MERCURY, ANTIMONY, OR OTHER COMPONENTS HAVING DELETERIOUS EFFECTS. PRODUCTS MUST BE FORMULATED TO COMPLY WITH VERMONT STATE STATUE 1382:

NO HOUSEHOLD CLEANING PRODUCTS EXCEPT THOSE USED IN DISHWASHING, FOR CLEANING MEDICAL AND SURGICAL, FOOD AND BEVERAGE PROCESSING EQUIPMENT, DAIRY EQUIPMENT MAY BE DISTRIBUTED, SOLD, OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978, OR AT WHOLESALE, AFTER JANUARY 1, 1978, OR USE IN A COMMERCIAL ESTABLISHMENT IN THIS STATE, AFTER APRIL 1, 1978, WHICH SHALL CONTAIN PHOSPHORUS COMPOUND IN CONCENTRATIONS IN EXCESS OF A TRACE QUANTITY.

NO HOUSE CLEANSING PRODUCT USED IN DISHWASHERS, FOR CLEANING MEDICAL AND SURGICAL EQUIPMENT AND FOOD AND BEVERAGE PROCESSING EQUIPMENT MAY BE DISTRIBUTED, SOLD OR OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978, OR AT WHOLESALE, AFTER JANUARY 1, 1978, OR USED IN COMMERCIAL ESTABLISHMENT IN THIS STATE, AFTER APRIL 1, 1978, WHICH SHALL CONTAIN PHOSPHORUS COMPOUND IN CONCENTRATIONS AT EXCESS OF 8.7 PERCENT BY WEIGHT EXPRESSED AS ELEMENTAL PHOSPHORUS.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL RFP'S ISSUED BY THE STATE OF VERMONT. HEALTH, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUT ARE NOT LIMITED TO ENVIRONMENTALLY PREFERABLE (LESS TOXIC) CONSUMPTION AND MAINTENANCE OF EQUIPMENT.

TRANSITION OF ALL EQUIPMENT: CONTRACTOR MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF THE CONTRACT PERIOD.

PACKAGING: CONSIDERATION MAY INCLUDE EFFORTS FOR REDUCED PACKAGING, RECYCLED CONTENT, AND RECYCLABLE CONTAINERS. IT IS DESIRABLE THAT CONTRACT PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR REUSE OR RECYCLE. INDICATE IF BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAIN POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS OR ARE PRINTED ON REMOVABLE SLEEVES; THAT CARTONS BE MADE FROM PRE/POST-CONSUMER RECYCLED PRODUCT CARDBOARD. IT IS DESIRABLE THAT CONTRACTOR INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING. ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER; GENERIC DEFINITION OF USE; INSTRUCTIONS ON USE; APPROPRIATE PRECAUTIONS NECESSARY FOR SAFETY USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND NAME, LOT NUMBER, BATCH NUMBER AND DATE OF MANUFACTURER; LIST OF INGREDIENTS AND PERCENTAGES THEREOF. A SAFETY DATA SHEET (SDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING & CONTRACTING, FOR RECYCLABLE AND REDUCED PACKAGING (I.E. PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED PRODUCT, DILUTION RATION).

PERFORMANCE CRITERIA: CONTRACTOR IS RESPONSIBLE FOR SETTING UP INITIAL MEETING WITH EACH END USER LOCATION FOR INSTALLATION AND TRAINING OF USE OF AUTOMATIC DISPENSING EQUIPMENT AND PRODUCT USE. CONTRACTOR MUST REGULARLY VISIT SITES AT A FREQUENCY ONE-TIME PER MONTH, MINIMUM, WITH PRODUCT INVENTORY CHECKS, PROACTIVE TROUBLE SHOOTING, WRITTEN SERVICE REPORTS PROVIDED, AND PERIODIC REVIEW WITH MANAGEMENT. SERVICE REPORTS ARE REQUIRED FOR EACH VISIT TO A FACILITY MONTHLY. A COPY MUST BE GIVEN TO THE FOOD OFFICER AT THE FACILITY AND A COPY SENT TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR SHALL HAVE A TECHNICAL FIELD REPRESENTATIVE AVAILABLE TO ASSIST USER WITH ANY PROBLEMS CONNECTED WITH PRODUCT(S) AND/OR EQUIPMENT PROVIDED UNDER THIS CONTRACT. A KNOWLEDGEABLE TECHNICIAN MUST RESPOND TO FACILITY WITHIN 24-HOURS OF REQUEST FOR SERVICE, INCLUDING WEEKENDS, MUST PROVIDE EMERGENCY SERVICE. CONTRACTORS ARE TO PROVIDE PROPER INSTRUCTION SIGNAGE AROUND DISHWASHER, DISH SINK AND HAND SINKS WHERE NEEDED

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CONTRACTOR MUST PROVIDE QUATERNARY TESTING STRIPS AT NO ADDITIONAL CHARGE FOR ALL FACILITIES.

EQUIPMENT: CONTRACTOR MUST FURNISH AND INSTALL AT NO ADDITIONAL COST CURRENT PRODUCT MODELS OF ANY AUTOMATIC DISPENSING EQUIPMENT NEEDED FOR THE DISPENSING OF PRODUCTS OFFERED. ANY EQUIPMENT SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACT TO REPAIR AND SERVICE ALL DISPENSING EQUIPMENT. CONTRACTOR WILL SEE THAT THE PERSON IN CHARGE OF EACH USER LOCATION WILL BE INSTRUCTED ON OPERATION OF EQUIPMENT AND MINOR ADJUSTMENTS. DISPENSING EQUIPMENT SHALL MEET REQUIREMENT THAT WILL PROVIDE MINIMUM EXPOSURE TO CONCENTRATED COMPOUNDS FOR THE SAFETY AND HEALTH OF USERS. DISPENSING EQUIPMENT SHALL BE PROVIDED AND MAINTAINED AT NO ADDITIONAL CHARGE. INCLUDE INFORMATION ON THE DISPENSING EQUIPMENT PROVIDED WITH WAREWASHING CHEMICALS.

### CONTRACTOR CONTACT INFORMATION:

BRUCE KOTTOM  
TELEPHONE 651-250-2682  
FAX 651-306-5429  
EMAIL: bruce.kottom@ecolab.com

### IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: deborah.larose@vermont.gov

CHANGE #1 - (04/08/16) TO ADD ITEM # 7 TO THE EXISTING CONTRACT PER THE REQUEST OF VERMONT VETERANS HOME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OR PERJURY THAT , AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO , OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER PRICES TERMS AND CONDITIONS REMAIN THE SAME.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_